

21-08

**A G R E E M E N T**

between

Hackettstown, New Jersey

(TOWN OF HACKETTS TOWN  
WARREN COUNTY, NEW JERSEY)

and

HACKETTS TOWN PUBLIC EMPLOYEES ASSOCIATION  
(ROAD DEPARTMENT UNIT)

~~X~~ January 1, 1987 through December 31, 1989

ALBERT B. THORP, ESQ.  
204 Washington Street  
Hackettstown, N.J. 07840

PREAMBLE

This Agreement entered into this 23rd day of February  
1987, by and between the TOWN OF HACKETTSTOWN, County of Warren, a Municipal  
Corporation of the State of New Jersey, hereinafter called the "Town", and  
the HACKETTSTOWN PUBLIC EMPLOYEES ASSOCIATION, hereinafter referred to as  
the "Association", represents the complete and final understanding on all  
bargainable issues between the Town and the Association.

ARTICLE I  
RECOGNITION

A. The Town hereby recognizes the Association as the sole and exclusive representative for all full-time blue-collar employees of the road department (D.P.W.) of the Town of Hackettstown, but excluding the D.P.W. Superintendent and all supervisors within the meaning of the act, confidential employees, managerial executives and all other employees of the Town.

B. The title of employee shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE 11  
ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate two (2) members of the Association as Association Representatives.

B. The duly elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Town's Representatives during regular working hours. Proper and prior request is to be made to the D.P.W. Superintendent.

C. In the event the Association Officer is incapacitated, or is unable to carry out the functions of office due to illness, vacation or otherwise, an alternate Representative of the Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Town in advance and no exception or change in the alternate shall be allowed.

ARTICLE 111

MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Town as employer in any way in the exercise of the functions of management including:

1. The right to manage, control and operate its facilities.
2. To direct the work forces, hire, promote, transfer, suspend, discipline or discharge employees for just cause subject to Civil Service regulations.
3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons.
4. To schedule work subject to the terms of this contract.
5. To require employees to observe the Town's rules and regulations.
6. To make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement (or with N.J.S.A. 34:13A-5.3 et seq.)
7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.
8. To enforce Civil Service regulations.

B. All of said rights are vested exclusively in the Town subject to the Laws of the United States, State of New Jersey, and this Agreement.

ARTICLE IV  
DUES DEDUCTION

A. The Town agrees to deduct from the salaries of the D.P.W. employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) Title 52:14-15.9e, as amended.

B. A check-off shall commence for each D.P.W. employee who signs a properly dated authorization card, supplied by the Association and verified by the Town Treasurer during the month following the filing of such card with the Town.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice thirty (30) days prior to the effective date of such change and shall furnish to the Town either new authorizations from its members showing the authorized deductions for each D.P.W. employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Town Clerk.

E. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association to the Town or in reliance upon the official notification

on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the D.P.W. employees in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all D.P.W. employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Town after it had satisfied itself that the Association is a proper majority representative.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Town Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

ARTICLE V  
GRIEVANCE PROCEDURE

**A. Definitions**

The term "grievance" means a complaint by an employee that, as to him, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any employee covered by this contract but shall not include the D.P.W. Superintendent or any other supervisory employees.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employees association, or by the Town to act on its or their behalf and to represent it or them.

**B. Purpose**

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

**C. Procedure**

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Town shall have the right to designate a representative to participate at any stage in the grievance procedure.

5. An employee shall first discuss his grievance orally with the D.P.W. Superintendent and file with the D.P.W. Superintendent a brief written statement of the grievance. A decision in writing shall be rendered within five (5) days of receipt of grievance by the D.P.W. Superintendent or his designee.

6. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in paragraph 5 above, the written grievance shall be forwarded to the Mayor and Chairman of the D.P.W. Committee. A decision in writing shall be rendered by the Mayor and Chairman of the D.P.W. Committee within five (5) days of receipt of the grievance by the Mayor and Chairman of the D.P.W. Committee.

7. If the grievance is not resolved to the employee's satisfaction within ten (10) days from the determination referred to in paragraph 6 above, the employee shall submit his grievance to the Mayor and the D.P.W. Committee in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Mayor and D.P.W. Committee of the Common Council shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days from the hearing (unless a different period is mutually agreed upon), the Mayor and D.P.W. Committee shall, in writing, advise the employee and his representative, if there be one, of their determination and shall forward a copy of said determination to the D.P.W. Superintendent.

10. In the event of failure of the Mayor and D.P.W. Committee to act in accordance with the provisions of paragraphs 8 and 9, or in the event a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by the employee, within ten (10) days of the failure of the Mayor and the D.P.W. Committee to act or within ten (10) days of the determination by them, the employee may appeal to the Governing Body.

11. Where an appeal is taken to the Governing Body, there shall be submitted by the employee:

- a. The writing set forth in paragraph 7 and 9 and a further statement in writing setting forth the employee's dissatisfaction with the action of the Mayor and the D.P.W. Committee.

12. If the employee in his appeal to the Governing Body does not request a hearing, the Governing Body may consider the appeal on the

written record submitted to it, or the Governing Body may, on its own, conduct a hearing or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the Governing Body, a hearing shall be held.

13. The Governing Body shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the Mayor and the D.P.W. Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Governing Body and the matter involves interpretation or application of the contract, he shall have the right to request arbitration.

A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Governing Body. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Governing Body shall mutually agree upon a longer time period within which to assert such a demand.

15. Within (10) days after such written request of submission to arbitration, the Governing Body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

16. The arbitrator so selected shall confer with the Governing Body and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or if oral hearings have been waived, them from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Governing Body and the employee and shall not be binding on the parties but shall be advisory only.

The Town and the employee reserve the right to seek such remedies either party may have by law or under Civil Service Rules and Regulations.

17. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Town and the employee. Any other expenses incurred shall be paid by the party incurring the same.

18. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives.

19. No time limit set forth in the procedure shall be invoked if due to employer's failure to act.

ARTICLE VI

NO STRIKE PLEDGE

A. Employees agree that they shall not resort to a strike  
or other illegal job action.

ARTICLE VII

HOURS

A. The work week and salary for the D.P.W. employees shall  
be computed on the basis of a forty (40) hour week.

ARTICLE VIII

OVERTIME

- A. All time in excess of forty (40) hours per week is deemed overtime.
- B. All overtime must be approved by the D.P.W. Superintendent.
- C. All employees shall be paid at a rate equal to one and one-half (1½) times his regular base pay work rate for overtime.

ARTICLE IX  
SALARIES

A. All bargaining unit members shall receive the following wages:

<u>Laborers</u>	<u>Effective 1/1/87</u>	<u>Effective 1/1/88</u>	<u>Effective 1/1/89</u>
0 through one (1) year service	\$ 8.28 per your	\$ 8.65 per hour	\$ 9.13 per hour
One (1) through five (5) years service	\$ 9.36 per hour	\$ 9.78 per hour	\$10.31 per hour
Over five (5) years service	\$10.71 per hour	\$11.19 per hour	\$11.80 per hour

If the bargaining unit member's anniversary date of employment is between January 1st and June 30th, advancement on the above salary levels will occur as of January 1st of the current year.

If the bargaining unit member's anniversary date of employment is between July 1st and December 31st, advancement on the above salary levels will occur as of January 1st of the following year.

ARTICLE X

MEALS

A. D.P.W. employees shall be allowed one-half (1/2) hour per 8 hour day for meals. Employees shall not be paid for the said one-half (1/2) hour meal time. The time at which such meal periods shall be taken shall be determined by the D.P.W. Superintendent or his designee.

B. D.P.W. employees shall be granted one 15 minute rest period in the morning and one 15 minute rest period in the afternoon. Employees shall be paid for these periods. The time that such rest periods shall be taken shall be determined by the D.P.W. Superintendent or his designee.

C. D.P.W. employees shall be paid a maximum of \$3.50 per employee for one meal while snow is being plowed or removed after normal working hours, subject to the approval of the D.P.W. Superintendent.

ARTICLE XI

HOLIDAYS

A. D.P.W. employees will be granted twelve (12) holidays as follows:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday (or any other religious holiday of the employee in lieu thereof)  
Memorial Day  
July 4th  
Labor Day  
General Election Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

B. In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States or the Governor of the State of New Jersey if such holidays are also declared as holidays by the Mayor of the Town of Hackettstown.

## ARTICLE XII

### VACATIONS

**A. Vacation time shall be granted as follows:**

Up to one (1) year of service	One (1) working day for each month of service
One (1) year through four (4) years of service	Twelve (12) working days
Five (5) years through nine (9) years of service	Fifteen (15) working days
After nine (9) years of service	Twenty (20) working days plus an additional day for every two (2) years thereafter, but not to exceed twenty-five (25) working days.

**B. For the purpose of this Article, a year shall be considered as the calendar year commencing January 1st ending December 31st.**

**C. All vacations shall be scheduled in accordance with the needs of the D.P.W. and on the basis of seniority.**

**D. Where in any calendar year the vacation or part thereof is not granted by reason of pressure of D.P.W. work schedules, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next calendar year only.**

**E. No pay shall be granted in lieu of vacation not taken unless an exception is approved in advance by the D.P.W. Superintendent.**

ARTICLE XIII

SICK LEAVE

A. Sick leave shall be granted as follows:

<u>Years of Service</u>	<u>Annual Sick Leave</u>
up to one (1) year	one (1) working day for each month of service
one (1) year or more	fifteen (15) working days

B. Unused sick leave may be accumulated from year to year, a record to be kept for each employee by the D.P.W. Superintendent. Proof of need of sick leave will be supplied in accordance with N.J.R.S. 11:24A-5.

Immediately prior to qualified normal retirement (not disability), the employee may use a maximum of 150 days of accumulated sick leave toward retirement. There will be no credit given for sick leave, vacation days or holidays that occur during the sick leave taken prior to retirement.

ARTICLE XIV  
EMERGENCY LEAVE

A. Paid emergency leave of three (3) days shall be granted to an employee at the death of an immediate member (spouse, child, mother, father, brother, sister, mother-in-law or father-in-law) of an employee's family.

B. Paid emergency leave of one (1) day shall be granted for an employee to attend the funeral of a brother-in-law, sister-in-law or any niece or nephew living at home with said brother-in-law or sister-in-law.

C. One (1) personal day per year without loss of pay may be granted to an employee by the D.P.W. Superintendent. The personal day shall not accumulate if not taken during the year.

ARTICLE XV

CLOTHING & EQUIPMENT

A. Each employee shall be provided the use of a maximum of four (4) clean sets of uniforms per man per week. Employees shall be responsible for the return of the uniforms at such times as designated by the D.P.W.

B. Each employee shall have the use of foul weather gear to be provided by the Town.

C. The Town shall supply to each employee two (2) pairs of safety shoes per man per year at a maximum of \$100.00 total per employee; the employee to be reimbursed by the Town upon presentation of a receipt showing purchase of safety shoes.

D. The Town shall supply one (1) pair of prescription safety glasses per year per employee at a maximum of \$135.00 per year per man to cover the cost of safety glasses and the eye examination; the employee to be reimbursed by the Town upon presentation of a receipt showing the purchase of prescription safety glasses and the cost of the eye examination.

ARTICLE XVI

HOSPITAL AND LIFE INSURANCE BENEFITS

A. The Town shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J coverage.

B. The Town will provide life insurance which shall be equal to one and one-half (1½) times the base pay of the employee. The employee may contribute through payroll deductions to provide insurance through Public Employee's Retirement System equal to an additional one and one-half (1½) times his base pay.

C. The Town will continue to pay a maximum of Two Hundred Ninety Dollars (\$290.00) for each employee toward a dental insurance premium as presently in existence. Any amount in excess of the above shall be paid for by the employee. The specific plan to be determined by the Town.

D. The Town retains the right to enter into a self-insurance program or to change insurance carriers regarding any insurance benefit so long as the same or substantially equivalent benefits are provided.

ARTICLE XVII  
MOTOR VEHICLE REIMBURSEMENT

A. Use of an employee's vehicle on municipal business shall be reimbursed at the rate of eighteen (18¢) cents per mile, subject to approval by the D.P.W. Superintendent.

ARTICLE XVIII  
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX  
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX  
DURATION OF THIS AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1987 and shall remain in effect to and including December 31, 1989, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Hackettstown, New Jersey, on this <sup>23rd</sup> day of February, 1987.

TOWN OF HACKETTSTOWN

HACKETTSTOWN PUBLIC EMPLOYEES ASSOCIATION

James G. Smith  
JAMES G. SMITH, MAYOR

Kenneth Reed Jr.  
KENNETH REED, JR., PRESIDENT

Wilbur C. Willis  
WILBUR C. WILLIS, CLERK

Fred Kraft  
FRED KRAFT, SECRETARY AND NEGOTIATING COMMITTEE

Robert J. Biamonte  
ROBERT J. BIAMONTE, NEGOTIATING COMMITTEE